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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2006.002.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	ST. JOSEPH COUNTY, INDIANA 227 W. Jefferson Blvd. South Bend, Indiana 46601 ("Customer")
Attention: Matthew Henry, Contract Administration Telephone No.: (866) 471-2900 ext. 130 Fax No.: (269) 567-2930 E-mail Address: matt.henry@manatron.com	Attention: Mr. David Wesolowski Telephone No.: (574) 235-9523 Fax No.: (574) 235-5554 E-mail Address:

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: [Signature]
(Signature)Its: Director of Contracts
(Title)Date: 1.8.07Witnessed: [Signature]
(Signature)Date: 1.8.07

ST. JOSEPH COUNTY, INDIANA

By: [Signature] Comm 1
(Signature)Its: President
(Title)Date: 12/19/06By: [Signature] Comm 2
(Signature)Its: One Pres.
(Title)Date: 12/19/06By: [Signature] Comm 3
(Signature)Its: _____
(Title)

Date: _____

Witnessed: [Signature] AuditorDate: 12-19-06

SIGNATURE PAGE

Date: December 14, 2006 T.L.

MANATRON CONFIDENTIAL INFORMATION

MANATRON

SOFTWARE SCHEDULE FOR ST JOSEPH COUNTY, INDIANA

Schedule No. IN2006.002.02 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
eCAMA Existing Users	ECAMA	50	No Charge	No Charge	Assessor
eCAMA - Additional Users	ECAMA	25	\$ 4,000.00	\$ 100,000.00	Assessor
Upgrade to Manatron CAMA/ProVal	PAPP	1	No Charge	No Charge	Assessor
Total Software Fees:				\$ 100,000.00	

SOFTWARE USE RESTRICTIONS: Twenty Five Additional Users of ECAMA

*Manatron is discontinuing the Plexis eCAMA product. St. Joseph County will be provided the Manatron ProVal CAMA system as a replacement. The software licensing and conversion for the product migration to ProVal will be provided to the Client at no cost.

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

Date: December 14, 2006 T.L.

Date: August 15, 2006 T.L.

MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Service") SCHEDULE FOR ST. JOSEPH COUNTY, INDIANA
Schedule No. IN2006.002.02 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Quantity	Annual Price	Office
eCAMA Support for Existing 50-Users St. Joseph County has 50-Existing Users of e-CAMA	50	\$ 68,906.00	Assessor
eCAMA Support for Additional Users* St. Joseph County has 50-Existing Users of e-CAMA	25	\$ 30,000.00	Assessor
Manatron CAMA/ProVal Support**	1	**	Assessor
Total Software Support Services Fees:		\$	98,906.00

*Support Fee listed is in addition to existing Software support fees for e-CAMA.

**The total Manatron CAMA/ProVal Support Fee will include the eCAMA Support Fee listed above for the period 1/1/07-12/31/07 plus the additional support fee for 25 Users included in this agreement. The \$68,906.00 Support Fee for 2007 includes the 5% increase that has previously been communicated to St. Joseph County.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

"Test Period" means the forty-five (45) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Date: December 14, 2006 T.L.

PROFESSIONAL SERVICES SCHEDULE FOR ST. JOSEPH COUNTY, INDIANA

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PROFESSIONAL & CONSULTATION/TRAINING SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Software Installation & Training*	INSAPP	1	23,000.00	\$23,000.00	Assessor	TBD
Software Modifications/Integration**	SWMOD	1	TBD	TBD	Assessor	TBD
Conversion from eCAMA to Manatron CAMA ProVal	CONV	1	No Charge	No Charge	Assessor	TBD
Total Professional Services Fees:					\$ 23,000.00	

* This fee is intended to cover 120 hours of training, as well as installation of Proval Plus Software on the counties hardware.

**Software Modification/Integration between Manatron CAMA and LOW Associates Tax product will be billed as used at the then current rates plus travel, meals and expenses (See Appendix B for Professional Service Rates) and is subject to non-disclosure provisions for Manatron, LOW Associates and St. Joseph County. Any use of any integration developed for St. Joseph County, is contingent upon prior written authorization by both Manatron and LOW Associates where such written authorization shall not be unreasonably withheld.

TERM OF PROFESSIONAL SERVICES SCHEDULE:

Conversion

Manatron will provide conversion services to "move" all current data from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Manatron application software data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CABLING/ NETWORKING -- Not Included in contract

The County has the following options:

Manatron will provide a certified subcontractor on-site.
County is responsible for cabling networking or hiring a certified subcontractor

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services. At St. Joseph County's request Manatron will provide an estimate of expected travel related expenses prior to any on-site visit by Manatron.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services. At St. Joseph County's request Manatron will provide an estimate of expected travel related expenses prior to any on-site visit by Manatron. All additional Professional Consultation/Training Services will require prior written approval from the County Assessor.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; ar
- (6) Class size will be mutually agreed upon by Manatron and St. Joseph County prior to scheduling Training.

Date: December 14, 2006 T.L.

SUMMARY SCHEDULE FOR ST. JOSEPH COUNTY, INDIANA

Schedule No. IN2006.002.02 to the Master Agreement for Licensed Software, Hardware and Services. This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2006.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE TIME FEES	
DESCRIPTION	Total Price
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ 100,000.00
PROFESSIONAL SERVICES - Conversion & Training	\$ 23,000.00
PROFESSIONAL SERVICES - Software Modification/Integration	Billed as Used
Total One Time Fees - Plus Freight:	\$ 123,000.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 98,906.00
Total Ongoing Fees:	\$ 98,906.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: December 14, 2006 T.L.

APPENDIX A

HARDWARE REQUIREMENTS

Server Components	Minimum Requirements	Recommended Configuration
Processor:	3GHz Intel Xeon	Dual 3.6GHz Intel Xeon
Memory:	4GB of RAM	4GB of RAM
Disk Subsystem:	Wide Ultra160 RAID Controller RAID Level 5 Drive (Three or more 10,000 RPM Disk Drives) 24x CD-ROM Drive 20/40GB DLT Tape Drive	Wide Ultra320 RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data Redundant Power Supply 40/80 DLT Tape Drive or Library
Software:	Windows 2000 or Windows 2003 Server SQL Server 2000 Veritas Backup Exec 9.x PCAnywhere 11.x	eTrust Antivirus

Workstation Components	Minimum Requirements	Recommended Configuration
Hardware:	2.8 GHz Pentium IV 512MB of RAM 17" Monitor (1024x768 resolution) 20GB Disk Drive 100Mbit PCI bus Ethernet Card 24X CD-ROM Drive	3.6 GHz Pentium IV 1GB of RAM 19" Monitor (1024-768 resolution) 40GB Disk Drive 100Mbit PCI bus Ethernet Card DVD-ROM Drive
Software:	Windows 2000 Professional PcANYWHERE (one host per office)	Windows XP Professional Snagit, PrintKey, or other equivalent screen capture utility Crystal Reports

Network Components	Minimum Requirements	Recommended Configuration
Network:	Category 5 UTP cable ran to each Ethernet device 100Mbit Switched Ethernet for all devices	

APPLICATION SPECIFIC SPECIFICATIONS (CUSTOMER is responsible for site preparation and for providing a dedicated phone line)

Application	Minimum Requirements	Recommended Configuration
Manatron CAMA	Printer: HP 4250N w/additional 64MB & duplexing	Printer: HP9050DN w/additional 128MB highly recommended for printing property record cards
Recorder	Printers: HP4250N w/additional 64MB Eltron TLP 2844 w/Black Line Sensor	Printer: HP8150DN w/additional 128MB
Recorder w/ Imaging	Printers: HP 8150N w/additional 64MB Monitors: 1280X1024 resolution 19" Monitor, view only 21" Monitor, scanning Scanners: Canon DR-3060 Adaptec 2940 SCSI Card w/appropriate cable	Printers: HP 8150DN w/additional 128MB Monitors: 1280X1024 resolution 21" Monitor, scanning Scanners: Canon DR-5020 Fujitsu M3097DG
Manatron Tax	Printers: HP 4250N w/additional 128MB Epson TM-U675P validator (receipting options) Scanners: Metrologic 9520 w/keyboard wedge	Printers: HP 8150DN w/additional 128MB highly recommended for printing tax bills

**APPENDIX B
ST. JOSEPH COUNTY, INDIANA**

Professional Service Rates		
Role / Position	Hourly	Daily Rate
Vice President	\$350	2100
Chief Architect	350	2100
Senior Project Manager	208	1250
Project Manager	183	1100
Senior Business Analyst	208	1250
Business Analyst	183	1100
Senior Support Analyst	183	1100
Support Analyst	167	1000
Programmer / Analyst	167	1000
Senior Trainer	183	1100
Trainer	167	1000
Blended rate (if required)	183	1100
DBA	200	1200